



Curtailment Service Provider Agreement

As a part of National Grid's demand response programs¹ (collectively, the "Program"), Niagara Mohawk Power Corporation, Massachusetts Electric Company, and Nantucket Electric (each, "National Grid" or "National Grid Company", or collectively, the "National Grid Companies") has selected **INSERT LEGAL NAME OR NAMES** ("Provider") as one of National Grid's approved Curtailment Service Providers provided that Provider agrees to the terms set forth in this Curtailment Service Provider Agreement ("Agreement"). This Agreement is effective on the date when the last party to sign has executed this Agreement ("Effective Date").

Background

Certain National Grid electric commercial and industrial customers have, with National Grid's approval, enrolled in the Program (each, a "Customer" and collectively, the "Customers"). Pursuant to the Program materials provided or made available by National Grid ("Program Materials"), Customer agrees to reduce electricity consumption when called upon by National Grid through demand response events in return for payment by National Grid ("Customer Payment"). A Customer may select Provider as such Customer's curtailment service provider in which case such Customer and Provider will enter into a separate agreement under which Provider will manage Customer's participation in the Program (each, a "Customer Agreement"; Customer that has engaged Provider for such services is called a "Provider Customer"). Prior to the execution of this Agreement, Provider executed Customer Agreements with certain Customers.

Provider Participation Terms and Conditions

The Provider agrees to and shall comply with the following terms and conditions ("Terms and Conditions") set forth below.

1. Provider warrants that it will not seek any payments from National Grid until it has an executed Customer Agreement with relevant Customer. Such Customer Agreement will include terms and conditions under which Customer is paid for participation in the Program from the Provider. Payment for Customer participation in the Program will be made to Provider by National Grid. The payment amount will be determined by National Grid in accordance with the calculation methodology in the Program Materials. Provider must comply with National Grid's payment instructions in order to receive payment, including, without limitation, certain invoicing requirements.
2. Except as provided in this Agreement, National Grid has no liability or obligations whatsoever in connection with the Program or this Agreement. In no event shall National Grid or its affiliates be liable for any consequential, indirect, incidental, special, punitive or penal damages of any nature in connection with or resulting from the Program. The rights and obligations of each National Grid Company are several and not joint. Any claims Provider may have against a National Grid Company in a particular jurisdiction may only apply to such individual National Grid Company running the Program in such jurisdiction. Provider explicitly waives any right it may have for

¹ Program includes, without limitation, Massachusetts Connected Solutions Program, New York Commercial System Relief Program, New York Distribution Load Relief Program, and New York Term-Dynamic Load Management Program and Auto-Dynamic Load Management Program as applicable (Program names are subject to change by National Grid)

recovery against any National Grid Company other than the National Grid Company that is the electric utility in the jurisdiction under which the claim for recovery has arisen.

3. NATIONAL GRID AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED IN CONNECTION WITH A NATIONAL GRID DEMAND RESPONSE PROGRAM, AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. NATIONAL GRID IS IN NO WAY RESPONSIBLE FOR THE ECONOMIC, OPERATIONAL, TECHNICAL AND CAPACITY OF ANY CUSTOMER OR PROVIDER SYSTEM OR EQUIPMENT IN CONNECTION WITH A NATIONAL GRID DEMAND RESPONSE PROGRAM. NATIONAL GRID DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE BENEFITS OR ENERGY SAVINGS TO BE ACHIEVED BY CUSTOMER OR PROVIDER'S PARTICIPATION IN THE NATIONAL GRID DEMAND RESPONSE PROGRAM OR THE ADEQUACY OR SAFETY OF ANY EQUIPMENT OR MATERIALS INSTALLED OR PURCHASED IN CONNECTION WITH THE NATIONAL GRID DEMAND RESPONSE PROGRAM.
4. Provider shall indemnify, defend and hold harmless National Grid and its Affiliates and their respective directors, officers, employees, and agents from and against (a) any and all expenses, costs, damages, claims, actions and suits (including reasonable attorneys' fees and costs) arising out of or resulting from any negligent acts or omissions of the Provider in connection with the Program, or (b) any third party claim, suit or action brought by a Provider Customer in connection with the Program except to the extent resulting from National Grid's failure to make payments owed to Provider under the Program. In no event shall the Provider or its affiliates be liable for any consequential, indirect, incidental, special, punitive or penal damages of any nature in connection with or resulting from its performance of its obligations under this Agreement.
5. Provider agrees to comply with the applicable Program Materials and terms. Except during any Commitment Period under the Program Materials, Provider understands that National Grid, in its sole discretion and without notice, may revise the Program Materials and terms and/or suspend or terminate the Program. Notwithstanding the foregoing, (a) National Grid may terminate or suspend the Program at any time to the extent the applicable regulatory entity terminates or suspends the Program, and (b) payments owed under Section 1 of this Agreement prior to the date of any such revision, suspension and/or termination will be honored pursuant to the Program Materials and terms in effect at the time such Customer Payments were earned. For purposes of this Agreement, "Commitment Period" means the time period during which the demand response events are called by National Grid and as further described in the Program Materials. For electric demand response programs, the Commitment Period is typically May to October.
6. For each Customer Agreement executed after the Effective Date, Provider agrees to include in such Customer Agreement references to National Grid's program materials (the "Program Materials"), the location of such Program Materials, and language notifying Customer that National Grid's terms and conditions for Customer's participation in the demand response program are included in the Program Materials.
7. Provider is an independent contractor. No agency, partnership, joint venture, or other joint relationship is created by this Agreement.
8. Provider shall not issue any press release or make any other public announcements regarding the existence of this Agreement or the Program without National Grid's prior written consent.
9. National Grid grants Provider a limited, no fee, revocable, non-sublicensable, non-transferable and non-exclusive license to use National Grid Marks to promote the Program provided any use of the National Grid Marks by Provider must (a) be reviewed and approved by National Grid prior to such

use, and (b) strictly comply with National Grid Mark usage guidelines and requirements provided to Provider. National Grid retains all rights and title to National Grid Marks. "National Grid Marks" means National Grid trademarks, service marks, trade dress, domain names, corporate names, brand names, product names, proprietary logos, and symbols.

10. The Initial Term of this Agreement is three (3) years and will renew annually in one (1) year renewal terms unless the renewal is terminated by either Party with thirty (30) days' prior written notification to the other Party. This Agreement will terminate without notice requirement upon termination of the Program. National Grid will still provide to Provider all Customer Payments owed prior to the Agreement's date of termination or expiration that are to be sent to Provider in accordance with Section 1 above.
11. Provider may not assign this Agreement without National Grid's prior written consent, which shall not be unreasonably withheld. Waiver by either party of any breach does not waive any other breach. Failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement. If any provision, or part thereof, under this Agreement is declared illegal or otherwise unenforceable, it shall be severed from this Agreement without affecting the legality or enforceability of the remaining provisions. This Agreement (including all exhibits, attachments, and referenced documents) constitutes the entire agreement between the parties regarding Provider as a curtailment service provider under the Program and supersedes all prior agreements, representations, warranties, promises and information, either oral or written, express or implied, with respect to the subject matter hereof. This Agreement may be executed in counterparts.
12. Provider agrees that with the exception of Sections 7 and 9 of this Agreement, the terms of this Agreement shall apply retroactively to and after the date the Provider first entered into a Customer Agreement with a Customer. Sections 2, 3, 8, 9, 12 and 13 of this Agreement will survive termination and expiration of this Agreement. Section 4 of this Agreement will terminate six (6) years after the termination and expiration of this Agreement.
13. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE SOUTHERN DISTRICT OF NEW YORK.**

This Curtailment Service Provider Agreement has been executed by authorized representatives of the parties as of the date it is signed by all parties.

Provider: **INSERT LEGAL NAME OR NAMES**

Signature:

Print Name:

Date:

National Grid Companies:

Massachusetts Electric Company

Nantucket Electric Company

Niagara Mohawk Power Corporation

Signature:

Print Name:

Date: